

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

INTERNATIONAL MEZZO
TECHNOLOGIES, INC.

VERSUS

AIRBORNE ECS, LLC

CIVIL ACTION No. 3:23-cv-01620-BAJ-
RLB

JUDGE BRIAN A. JACKSON

MAGISTRATE JUDGE RICHARD L.
BOURGEOIS, JR.

DECLARATION OF KEVIN KELLY

I, Kevin Kelly, hereby declare as follows:

1. I am an adult person over the age of majority, and I am of sound mind to make this declaration.
2. I was previously employed as President, and am currently employed as Business Development Technical Leader of International Mezzo Technologies, Inc. (“Mezzo”), and I have personal knowledge about the facts contained in this declaration.
3. I have reviewed the document titled *Complaint* in the above-captioned case filed in the United States District Court for the Middle District of Louisiana, and I am familiar with Mezzo’s activities related to: (a) the discussions with Airborne ECS, LLC, (“Airborne”) discussed in the Complaint (the “Airborne Discussions”); and (b) Mezzo’s laser-welded microtube heat exchangers, and the processes for using and manufacturing such laser-welded microtube heat exchangers, referred to in the *Complaint* (the “LMHE Technology”).
4. On or about March 29, 2017, Bill Lee and Brandon Carle, respectively the President and Director of Engineering at Airborne, contacted me to discuss Airborne’s potential use of Mezzo’s LMHE Technology; shortly thereafter, Mezzo and Airborne entered a non-

disclosure agreement (the “NDA”) to allow Airborne to further evaluate Mezzo’s LMHE Technology.

5. The NDA contemplated a potential Supplier/Buyer business relationship, wherein Mezzo would be the Supplier and Airborne would be the Buyer.
6. On April 1, 2017, Airborne sent Mezzo the first of many project specifications, asking for calculations of performance predictions for Mezzo’s products under such specifications, with the intention of sharing Mezzo’s calculations with Airborne’s prospective customers.
7. Mezzo shortly thereafter constructed performance models suited to accommodate Airborne’s numerous specifications.
8. On May 18, 2017, Airborne requested a sample of a Mezzo laser-welded microtube heat exchanger to use in a demonstration meeting with a prospective customer of Airborne; Mezzo shipped the sample to Airborne shortly thereafter.
9. Shortly thereafter, Bill Lee and Brandon Carle visited Mezzo’s facilities in Baton Rouge, Louisiana on a trip from May 31, 2017 through June 1, 2017 to discuss business opportunities between Mezzo and Airborne related to Mezzo’s LMHE Technology; Airborne also toured Mezzo’s facilities and surveyed some of Mezzo’s LMHE Technology capabilities during this trip.
10. Sometime in or around August 2017, Airborne informed Mezzo that Airborne was awarded a program with Raytheon that would involve Mezzo; an award that arose from Mezzo’s previous performance calculations and engineering efforts performed at the request of Airborne.
11. On September 12, 2017, Airborne sent new project specifications for a separate matter and asked for additional performance calculations for the separate, upcoming project that would

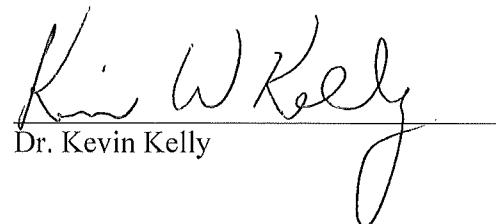
use Mezzo's LMHE Technology; Mezzo shortly thereafter provided the requested calculations.

12. On October 16, 2017, Airborne requested another sample of Mezzo's LMHE technology for another demonstration meeting with a prospective customer of Airborne, allegedly Sierra Nevada Corporation; Mezzo again shipped the sample to Airborne shortly thereafter.
13. On January 30, 2018, Airborne sent another set of project specifications, and asked for additional performance calculations for a new, upcoming project separate from the previous calculation requests.
14. On February 6, 2018, both Airborne and Raytheon visited Mezzo's facilities in Baton Rouge, Louisiana, with a stated goal of wanting to learn more about the manufacturing and capacity capabilities of Mezzo's LMHE Technology.
15. On February 13, 2018, following Airborne and Raytheon's visit to Mezzo's facilities in Baton Rouge, Louisiana, Airborne emailed Mezzo to emphasize that the visit on February 6, 2018, was wholly an Airborne initiative that was protected by several non-disclosure agreements, and promised that Airborne and Mezzo "will finally begin a collaborative journey for this program, with hopefully many more[.]"
16. On March 7, 2018, Airborne sent yet another set of project specifications, and asked for additional performance calculations for a new, upcoming project separate from the previous calculation requests.
17. On March 16, 2018, Airborne again sent yet another set of project specifications, and asked for additional performance calculations for a new, upcoming project separate from the previous calculation requests.

18. On March 30, 2018, Airborne again requested another sample of Mezzo's LMHE technology for another demonstration meeting with a prospective customer of Airborne, but also requested pictures and a video presentation of Mezzo's LMHE Technology, the prospective customer in this instance was allegedly Boeing.
19. On May 29, 2018, Airborne sent yet another set of project specifications, and asked for additional performance calculations for a new, upcoming project separate from the previous calculation requests.
20. On May 30, 2018, Mezzo informed Airborne that Mezzo will require compensation for the past engineering services performed before Mezzo conducted any more work on behalf of Airborne; Mezzo expressed concern that Airborne was abusing Mezzo for free engineering.
21. On May 31, 2018, Airborne informed Mezzo that Airborne decided to go in a different direction for their heat exchanger needs, thereby severing the business relationship between the parties.
22. On December 17, 2018, Mezzo emailed Airborne to ensure that Airborne was continuing to comply with the NDA.
23. In total, Mezzo and Airborne exchanged over 275 emails over the course of this engagement.
24. On or about August 7, 2023, Mezzo then received a cease-and-desist letter wherein Airborne asserted patent ownership of Mezzo's LMHE Technology.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 19th day of February, 2024.



Dr. Kevin Kelly